

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR THE**

**CITY OF FRESNO**

**AND**

**CITY OF FRESNO**

**PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

**(Management Non-Confidential Unit and  
Non-Management Confidential Unit - Unit 13)**

**FISCAL YEARS**

**2010 - 2011**

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### LEGEND

* * *	= deleted old language
[§ deleted]	= section/subsection deleted
[§§ deleted]	= two or more sections/subsections deleted
<b>bold type</b>	= new language

## ARTICLE I

### PREAMBLE

#### A. PURPOSE

This Memorandum of Understanding (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the City of Fresno Professional Employees Association, Management Non-Confidential Unit and Non-Management Confidential Unit, hereinafter referred to collectively as the Association, CFPEA, or as Unit has as its purpose the establishment of wages, hours, and other terms and conditions of employment, and to promote collaboration in the resolution of issues affecting all parties. The parties have met and conferred in good faith and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

#### B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in \* \* \* Chapter \* \* \* **3**, and Sections \* \* \* **3-101**, **3-202**, **3-501** and \* \* \* **3-603** of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

#### C. GOVERNING LAWS

The employer-employee relationship between the City and its employees, and the City and the Association, is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act or MMBA), applicable provisions of the Public Employment Relations Board (PERB), as may be amended from time to time, and Article \* \* \* **6** of Chapter \* \* \* **3** of the FMC. In the event of any conflict between said laws and this MOU, said laws shall govern.

ARTICLE II  
EMPLOYEE RIGHTS

A. GENERAL

The rights of employees are set forth in Section \* \* \* **3-604** of the FMC, and said Section presently reads as follows:

"Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relationship with the City. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee or an employee organization because of his [or her] exercise of any of these rights. No management employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or confidential employees."

B. NONDISCRIMINATION

The provisions of this MOU shall apply to and be exercised by all members of the Association, consistent with state and federal nondiscrimination statutes which are set forth in City policies.

C. EMPLOYEE RESPONSIBILITIES

All employees in the Units acknowledge that the City shall consider the positions and proposals of the Association as the meet and confer positions and proposals of all employees, individually and collectively, in said Units.

D. PERSONNEL FILES

1. The Human Resources Division, under the direction of the Director of Personnel Services, shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either his or her official file or departmental file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to

submit a response to the Director of Personnel Services to be attached to the document in question and included in the appropriate file. Personnel files are considered confidential and access is limited.

2. Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the Human Resources Division to be maintained as the official personnel file as noted in D. 1., above. In addition, the departmental file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to Human Resources when the employee leaves City service.
3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

ARTICLE III  
CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section \* \* \* **3-605**, as the same may be amended from time to time. Specifically:
  - "(a) The exclusive rights to the City include, but are not limited to, the right to
    - (1) determine the missions of its constituent departments, divisions, commissions, and boards;
    - (2) set standards of service and municipal fees and charges;
    - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
    - (4) direct its employees;
    - (5) take disciplinary action;
    - (6) relieve its employees from duty because of lack of work or other legitimate reasons;
    - (7) maintain the efficiency of governmental operations;
    - (8) determine the methods, means, and personnel by which government operations are to be conducted;
    - (9) determine the content of job classifications;
    - (10) take all necessary actions to carry out its mission;
    - (11) exercise complete control and discretion over its organization and technology of performing its work."
2. The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class.



3. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in Section 1. (a) above are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.
4. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
5. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

## ARTICLE IV

### RECOGNITION

#### A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Management Non-Confidential Unit and Non-Management Confidential Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, options, and proposals, and to endeavor to reach agreement on a successor MOU at least one week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter. In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, the City will entertain proposals from the Association as early as March \* \* \* **1P<sup>st</sup> of the year that the MOU expires.**
2. It is expressly agreed and understood by the parties that under Government Code section 3502.5, an agency shop agreement shall not apply to management, confidential or supervisory employees. As used in this Section, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the agreement, or a period of three years from the effective date of such agreement, whichever comes first. Employees of the City shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relationship with the City of Fresno. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of the exercise of these rights.

#### B. UNIT DESCRIPTION

The Association represents two (2) Units consisting of Management Non-Confidential Unit and Non-Management Confidential Unit employees holding a permanent position, as defined in FMC Section \* \* \* **3-202(p)(4)**, in one of the classes listed in Exhibits 2.4 or 2.5 of the Salary Resolution, as such Units may be modified from time to time in the manner designated in the FMC.

C. CITY RECOGNITION

The Association recognizes the City Manager of the City of Fresno, or such person as may be designated in writing, as the designated representative of the City, pursuant to FMC Section \* \* \* **3-615**, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, options, and proposals, and to endeavor to reach agreement on a successor MOU at least one week prior to the last City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.

D. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in, this MOU.

E. LOCKOUT AND STRIKE

1. In the event the meet and confer process beginning prior to the expiration of this MOU results in an impasse, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to completion of any impasse resolution procedures provided in FMC Section \* \* \* **3-617**.
2. No unlawful strike or work stoppages by City employees, as defined in FMC Section \* \* \* **3-624** shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.
3. No lockout of employees shall be instituted by the City during the term of this MOU.

## ARTICLE V

### REPRESENTATION AND RESOLUTION OF CONCERNS

#### A. SCOPE OF REPRESENTATION

"Scope of representation" shall be as defined in FMC Section \* \* \* **3-603(w)**, as the same may be amended from time to time. Said Section presently reads as follows:

"Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in Section \* \* \* **3-604**, and City rights as set forth in Section \* \* \* **3-605 (a)**, are excluded from the scope of representation."

#### B. REPRESENTATION OF EMPLOYEES

1. A member of the Association whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an Officer, Director, or member of the Association if it appears that the discussion or review may result in fine, suspension, demotion or termination. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing who is not an Officer, Director, or member of the Association shall also satisfy the requirements of this section. An employee shall not represent nor be represented by an individual within his or her line of supervision.
2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters include, but are not limited to, work direction, scheduling, and non-disciplinary counseling or performance evaluations.
3. The Association agrees to represent employees in these Units in a manner consistent with the requirements of the Meyers-Milias-Brown Act and applicable state and federal regulations.

C. RESOLUTION OF CONCERNS

Concerns regarding the interpretation or application of the provisions of this MOU shall be resolved exclusively as outlined in Administrative Order 2-15, Resolution of Concerns of Management and Confidential Employees. The City recognizes the right of employees who are members of the Association to be represented by the Association in resolving concerns.

D. CORRECTIVE ACTIONS

Pursuant to FMC Sections \* \* \* **3-283** and \* \* \* **3-284**, employees in the Classified Service may elect to appeal a corrective action resulting in fine, suspension, demotion or termination to the Civil Service Board, or may request that the action be reviewed by \* \* \* **a hearing officer**. The recommendation of the \* \* \* **hearing officer** shall be filed with the Civil Service Board, which may affirm, modify or set aside the recommendation. The decision of the Civil Service Board shall be final and binding on all parties, and there shall be no further administrative appeal available.

ARTICLE VI  
COMMUNICATIONS

A. ASSOCIATION BUSINESS

1. The City agrees to allow Association Officers, subject to the approval of each employee's supervisor and the needs of the City, reasonable leave for the day-to-day conduct of Association business, including representation of employees as provided in Article V. Attendance at Association conferences, workshops, training, etc., will be charged to the employee's accrued leave benefits, to be designated by the employee. Approval of such leave will not be unreasonably withheld.
2. The use of City equipment or computer network to conduct personal business is prohibited. Both parties agree that there are times that the use of City equipment is unavoidable by the Association, and at times is in the best interests of the City. Routine City business may be conducted without charge, and shall include the use of land or cellular phones to contact family members if the employee is required to work late, or has his/her shift changed without advanced notice. Occasional use of e-mail to communicate on issues of mutual labor-management interest, such as the scheduling of negotiations meetings, shall be permitted.

B. ASSOCIATION OFFICERS AND DIRECTORS

1. A written list of the Officers of the Association and the Association Directors, with the specific areas they represent, shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers or Directors.
2. The Personnel Services Department shall provide the Association the names of all new members of this Unit within ten (10) calendar days of their employment, and shall notify the Association of transfers, promotions, terminations from City service, and retirements.

C. ASSOCIATION BULLETIN BOARDS

The City shall provide space, or access to space, for the exclusive use of the Association on one bulletin board in each work or reporting location.

## D. EXCHANGE OF INFORMATION

### 1. General

The City shall provide to the Association, on a timely basis, a copy of amendments to the Administrative Order Manual, hereinafter AO, new and amended Salary Resolutions, new and amended Position Authorization Resolutions, job bulletins, and, on an on-going basis, a list of employees, with membership in the Association noted on the list.

### 2. Class Specifications

Revisions to specifications for classes contained in these Units will be provided to the Association for review and comment prior to their adoption by the Director of Personnel Services.

### 3. If new classes are created which the City determines appropriate for inclusion in these Units, the City shall provide a copy of the specifications to the Association and reasonable notice and opportunity to meet and confer prior to the action to adopt a salary for the class. If, after a reasonable period of meeting and conferring, agreement cannot be reached, staff, after notifying the Association, shall forward their recommendation to the City Council.

## ARTICLE VII

### DUES DEDUCTION

#### A. GENERAL

1. Rules governing dues checkoff are set forth in FMC Section \* \* \* **3-620**, as the same may be amended from time to time.
2. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in these Units.
3. If a member in one of these Units desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made on a Dues Deduction Authorization card.
4. If a member in one of these Units desires to revoke the member's prior Dues Deduction Authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card. A Dues Deduction Authorization card may be revoked by a member, and the dues or benefit deduction canceled, only during the months of November or December of the last year of this MOU.
5. Dues Deduction Authorization and Revocation forms are available at the Finance Department and Human Resources Division.

#### B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION CARD

The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in unpaid status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member be allowed to deposit with the City Controller the amount which would have been deducted if the member had been in a paid status during the pay period. Whenever the member's salary is not sufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

#### C. DUES DEDUCTION CHECK

The dues deduction check covering all such deductions shall be made in favor of the City of Fresno Professional Employees Association, and shall be transmitted at least monthly to:



CITY OF FRESNO PROFESSIONAL  
EMPLOYEES ASSOCIATION  
P. O. Box 1405  
Fresno, California 93716-1405

Should the Association elect to have the deduction check transmitted to an address other than that set forth herein above, the Association shall so indicate by written notice to the City's Finance Department, with a copy to the Labor Relations Division. The City shall transmit the deduction check to the address specified in the notice as early as is practicable after receipt of such notice.

## ARTICLE VIII

### COMPENSATION AND BENEFITS

#### A. GENERAL

All economic benefits provided by Council ordinance or formal Council resolution, and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU.

#### B. SALARIES

[§§ deleted]

1. **Salaries shall remain as established on July 1, 2008, as reflected in Exhibit I.**
2. **Upon the request of either the City or the Association, the parties shall meet and confer over a limited reopener of this Memorandum of Understanding regarding salaries in Fiscal Year 2011 (July 1, 2010, through June 30, 2011). No other provisions of the MOU will be included in such meet and confer absent mutual agreement.**
3. The length of service for permanent employees previously occupying the class of Street Maintenance Supervisor I, and Traffic Maintenance Supervisor retitled to and now occupying the class of Street Maintenance Supervisor (SMS) shall include the employee's continuous service in the class held prior to being retitled.
4. The length of service for the permanent employee previously occupying the class of Electrician Supervisor I allocated to the Street Maintenance Division converted to and now occupying the class of Street Maintenance Supervisor (SMS), shall include the employee's continuous service in the class held prior to being converted.

#### C. PREMIUM PAY

1. Night Shift Premium - An employee in these Units who is regularly assigned to work a night shift and who supervises an employee or employees who are eligible to receive night shift premium pay shall receive night shift premium pay in addition to the employee's base salary. If one-half or more of an employee's shift falls between the hours of 5:00 p.m. and midnight, the employee will receive a night shift premium of one dollar (\$1.00) per hour for all hours worked that shift. If one-half or more of an employee's shift falls between the hours of midnight and 8:00 a.m., the employee will receive a night shift premium of one and 50/100 dollars

(\$1.50) per hour for all hours worked that shift. The night shift premium will be paid only to an employee who is regularly assigned to the night shift and who actually works such shift.

2. Bilingual Premium Pay Program - The City and the Association jointly encourage employees to use their language skills to provide the highest level of service to the community. The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable.
  - a. The Bilingual certification examinations will be conducted in December of each year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division, and City department personnel units.
  - b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired.
    - (1) In order to qualify for the December examinations, applications must be received by Human Resources during the month of November, but no later than the last regular business day in November and signed by the Department Director or designee.
    - (2) Bilingual examination application deadlines are not appealable or grievable.
  - c. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, **Punjabi**, **Hindi**, Sign, Spanish and Vietnamese languages.
  - d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.
  - e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
  - f. The bilingual premium pay rate for classified employees in these Units will be seventy-five dollars (\$75) per month regardless of how many languages for which an employee is certified.

3. Certificate/License/Registration Premium Pay - It is expressly understood that positions and assignments eligible for pay will be determined solely at the discretion of management. The following will be effective the first pay period following Council approval. If any of the certificates, licenses and/or registrations detailed in paragraphs "a" through "g" below are determined by the City to be minimum qualifications in job classifications, premium pay for that particular certificate, license and/or registration shall not be paid.
- a. Permanent employees in the classes of Planner III, or Traffic Engineering Assistant, who possess a valid registration as an Architect, Civil Engineer, Electrical Engineer, Structural Engineer, or Traffic Engineer issued by the State of California, shall receive an additional five percent (5%) of their base rate of pay per month.
  - b. Permanent employees in the classes of Principal Accountant, Senior Accountant-Auditor, or Treasury Officer, who possess a valid license as a Certified Public Accountant issued by the State of California, shall receive an additional five percent (5%) of their base rate of pay per month.
  - c. Permanent employees in the class of Equipment Supervisor, who possess a valid Master Automobile Technician Certificate or a valid Master Heavy Duty Truck Technician Certificate issued by the National Institute for Automotive Service Excellence, shall receive one hundred-sixty dollars (\$160.00) per month.
  - d. Permanent employees in the class of Sewer Maintenance Supervisor I, who possess a valid Grade IV Wastewater Collection Systems Technical Certificate issued by the California Water Environment Association, shall receive forty dollars (\$40.00) per month.
  - e. Permanent employees in the class of Chief of Wastewater Facilities Maintenance, who possess a valid Grade V Mechanical Technologist Certificate or valid Grade V Electrical Instrumentation Certificate issued by the California Water Environment Association, shall receive seventy-five dollars (\$75.00) per month.
  - f. Permanent employees in the class of Wastewater Treatment Maintenance Supervisor, who possess a valid Grade IV Mechanical Technologist Certificate issued by the California Water Environment Association or a valid Grade IV Wastewater Treatment Plant Operator Certificate issued by the State Water Resources Control Board, shall receive seventy-five dollars (\$75.00) per month.
  - g. Subject to policies, procedures and criteria determined and

established by the City Manager, permanent employees in classes requiring the possession and maintenance of valid registration as a professional engineer issued by the State of California, shall be reimbursed by the City for registration fee renewals.

Subject to policies, procedures and criteria determined and established by the City Manager, permanent employees in classes requiring the possession and maintenance of valid certification issued by the California Water Environment Association, shall be reimbursed by the City for certification fee renewals.

4. Salary Spread Differential Premium Pay

The following will be effective the second pay period following approval as prescribed by the Fresno City Charter.

- a. Upon the filing of an EAF by a department director, the Director of Personnel Services shall approve a premium pay increase in order to establish a salary spread differential of ten (10%) between a supervisory employee in these Units, and the supervisory employee's highest paid subordinate. (It is expressly understood that the January 28, 2000, anti-compaction pay agreement is terminated in its entirety.)
- b. Premium pay received under MOU Article VIII, Section C., Subsection 4a shall not be considered base pay, and shall not be applied towards the calculation of leave benefit payouts, holiday payouts, life/disability compensation, or retirement calculations/benefits.
- c. The actual amount of salary spread differential premium pay received shall be the difference between the base pay of the highest paid subordinate, and the amount necessary to be added to the supervisory employee's base rate of pay to maintain a ten percent (10%) salary spread differential. Receipt of this premium pay shall be discontinued upon the supervisor's separation from City service, or upon any modification which eliminates the supervisor/subordinate relationship.

5. Professional Engineer/Supervising Professional Engineer Assignment Required Specialized Expertise

- a. As determined solely by the department director with City Manager approval, a Professional Engineer may receive premium pay up to ten percent (10%) above the Professional Engineer's base rate of pay when the Professional Engineer's assignment requires specialized expertise, supervision of other professional engineers,

or other job-related criteria as determined by management. Eligibility for such premium pay will not continue beyond twelve (12) months without review, an EAF, and City Manager approval.

- b. As determined solely by the department director with City Manager approval, a Supervising Professional Engineer may receive premium pay up to ten percent (10%) above the Supervising Professional Engineer's base rate of pay when the Supervising Professional Engineer's assignment requires specialized expertise, supervision of other Supervising Professional Engineers, or other job-related criteria as determined by management. Eligibility for such premium pay will not continue beyond twelve (12) months without review, an EAF, and City Manager approval.
- c. It is expressly understood that reduction in force and lay off processes are governed by the FMC; however, in addition to the Code, a senior employee occupying the class of Professional Engineer/Supervising Professional Engineer affected by a reduction in force will not bump a more junior employee occupying the same class if the position occupied by the junior employee requires specialized certification/licensure/training not possessed by the more senior employee.

**6. Supervising Identification Technician Premium Pay:**

- a. **Employees in the classes of Supervising Identification Technician who possess a four (4) year college degree (Bachelor's Degree) from an accredited institution shall be paid an additional three percent (3%) of their base rate of pay.**
- b. **Employees who have served at least five (5) years of full-time work in the classification of Supervising Identification Technician in the City of Fresno Crime Scene Bureau and have successfully completed the basic POST Crime Scene Bureau Technician course shall be paid an additional four percent (4%) of their base rate of pay.**
- c. **Employees who have served at least ten (10) years of full-time work in the classification of Supervising Identification Technician in the City of Fresno Crime Scene Bureau and who have successfully completed the POST certified training for law enforcement supervisors shall be paid an additional four percent (4%) of their base rate of pay.**

**7. Acting Assignments – Police Department:**

**An employee in the Police Department who otherwise meets all criteria for Temporary Assignment to Perform Duties of an Absent Employee (see FMC 3-260), but is ineligible because the absent employee is a sworn peace officer, shall receive premium pay of five percent (5%) of the employee's base salary when assigned to perform the managerial duties of a sworn officer appointed to an administrative position.**

**8. Additional Shifts (Full or Partial) Premium Pay**

- a. Ten-Hour Shifts - Employees occupying the class of Emergency Services Communications Supervisor may work full or partial 10-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 10-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$320 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula: full shift amount [e.g., \$320] ÷ 10 full shift hours = \$ amount to be applied to partial shifts worked).

Eight-Hour Shifts - In the event the department changes from 10-hour to 8-hour shifts, employees occupying the class of Emergency Services Communications Supervisor may work full or partial 8-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 8-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$260 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula: full shift amount [e.g., \$260] ÷ 8 full shift hours = \$ amount to be applied to partial shifts worked).

- b. Eight-Hour Shifts - Employees occupying the class of Records Supervisor may work full or partial 8-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 8-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$250 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula: full shift amount [e.g., \$250] ÷ 8 full shift hours = \$ amount to be applied to partial shifts worked).

D. LIFE INSURANCE AND DISABILITY COVERAGE

The City shall provide Life Insurance and Long Term Disability Insurance for members of these Units in the amounts and formulas currently provided.

E. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the sole authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. The City's contribution will be eighty percent (80%) of the premium established by the Fresno City Employees Health and Welfare Trust Board.

The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures for the Health & Welfare Trust, which may include a choice of health program options based on individual need or preference, including a reduced option equivalent to the City's premium contribution, a separate rate for single employees with no dependents, or other flex plan programs; mandatory generic mail order drug maintenance for employees who require prescription drug therapy for any period of 90 days or more; or other measures that may be identified as this work progresses.

F. LEAVES

1. Attendance Policy

Effective July 1, 2006, the FMC, City administrative orders, City policies, procedures, rules and regulations concerning sick leave usage and administration shall apply. Administrative Order 2-19.1, Attendance Policy, shall no longer apply to members of this Unit.

2. Annual Leave

Effective July 1, 2000, the following annual leave program was implemented for all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries. The annual leave program consists of combining previously existing vacation and sick leave (reduced from eight (8) hours per month to five and five-tenths (5 5/10) hours per month) accumulation rates, while simultaneously freezing existing unused sick leave balances.

- a. Annual Leave Accrual - Vacation leave and sick leave will no longer be accumulated as provided in the FMC, but as detailed below. Except for Administrative Order 2-20 (Sick Leave Policy) and any



other exceptions noted herein, all other provisions of the FMC, City administrative orders, policies, procedures, rules and regulations concerning leave administration will continue to apply.

- (1) Less than Ten Years - For such employees who have been continuously employed by the City for less than ten (10) years, the annual leave accrual rate will be 15.5 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the annual leave accrual rate to the same level for employees represented by the Association.
- (2) More than Ten Years - For such employees who have been continuously employed by the City for ten (10) years or more, the annual leave accrual rate will be 18.83 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the annual leave accrual rate to the same level for employees represented by the Association.
- (3) Annual Leave Accumulation Limit - \* \* \* **The** accumulation of unused annual leave will not exceed one thousand two hundred (1,200) hours. No extension to the annual leave accumulation limit will be allowed.
- (4) Use of Annual Leave - Annual leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.
- (5) Annual Leave Cash Out - Employees may request payment and be compensated for up to 48 hours or 25% of their annual leave balances, whichever is greater, each fiscal year during the term of this MOU.
- (6) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused annual leave balances at his or her applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes. The FMC

was modified to include a definition of annual leave, and excludes accrued annual leave pay outs from pensionability under the City of Fresno Employees Retirement System. Both parties agreed to support and recommend this action to the Retirement Board and City Council.

(7) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by annual leave, may either cash out his or her unused annual leave balance at his or her applicable base rate of pay, or have the unused annual leave balance converted to a non-accruing annual leave balance of hours. The conversion is obtained by multiplying unused annual leave hours by the applicable Association class' base rate of pay (converted to an hourly figure), dividing the product by the applicable non-Association class' base rate of pay (converted to an hourly figure), and placing the resulting balance for leave usage as requested and designated by the employee. (Conversion example: 100 [unused annual leave hours] x \$15.00 [CFPEA class monthly base rate converted to hourly] = \$1,500.00 [product] ÷ \$20.00 [non-CFPEA class monthly base rate converted to hourly] = 75 [converted hours to be placed in non-accruing annual leave balance account].) Upon separation from City service, the employee who transferred to a position outside the Association will be compensated for all unused annual leave hours at his or her applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes.

b. Vacation Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries, had their unused vacation leave balances transferred into their annual leave account.

c. Sick Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries, had their unused sick leave balances frozen.

(1) Use of Sick Leave - Except for usage permitted by State Labor Code Section 233 of Chapter 164 (Sick Leave Use to Care for Family Members), frozen sick leave balances may only be used by the employee for a medically verified extended illness over twenty-four (24) consecutive work hours. Employees will use annual leave to cover the first

twenty-four (24) consecutive work hours for each medically verified extended illness situation prior to using frozen sick leave balances.

- (2) Unused Sick Leave Pay Out - At service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees will be credited with the number of accumulated frozen, sick leave balances in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly rate of pay to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth in Section G., below.

- d. Pensionability - Compensation payable under the annual leave program will not be considered pensionable for retirement purposes. The Fresno Municipal Code has been modified to include a definition of annual leave, and excludes accrued annual leave from pensionability under the City of Fresno Employees Retirement System. Both parties agreed to support and recommend this action to the Retirement Board and City Council.

### 3. Supplemental Sick Leave

Employees in an active status on the effective date of this MOU, shall be credited with forty (40) hours of supplemental sick leave, each fiscal year thereafter during the term of this MOU. Upon their employment with the City, new employees appointed to such positions shall be credited with a pro-rated number of hours for each full calendar month remaining on such appointment in the fiscal year. Employees may utilize the hours as follows:

- a. Once sick and/or annual leave has been exhausted;
- b. Placed in a Health Reimbursement Arrangement in accordance with Article VIII, Section G.;
- c. To be cashed out at separation from the City if not eligible for participation in the Health Reimbursement Arrangement; or,
- d. May be used in the performance of community activities during the course of the employee's normal work day, with the appropriate approval.

### 4. Holiday Leave

- a. Except as may be modified in this Section, Holidays shall be

governed by FMC Section \* \* \* **3-116.**

Effective January 1, 1989 the following are the holidays recognized by the City:

January 1  
The third Monday in January  
The third Monday in February  
The last Monday in May  
July 4  
The first Monday in September  
November 11  
Thanksgiving Day in November  
The Friday after Thanksgiving Day in November  
December 25  
Employee's Birthday  
Two Personal Business Days (8 hours credited to holiday balance on July 1 and 8 hours credited on January 1)  
Any day or part of a day declared by the Council, by Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls upon a Sunday, then the following Monday will be observed as the holiday in lieu of Sunday.

- b. Employees who are scheduled to and do work \* \* \* on a holiday **that would otherwise be a regular day to work** shall be credited with **one (1) hour of holiday leave for each hour of work up to a maximum of** eight (8) hours of holiday leave on the first day of the pay period following the date of such work.
- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of holiday leave on the first day of the following month.
- d. If an employee is required to and does work on the employee's birthday, or the employee's birthday falls on a holiday or any regularly scheduled day off, the employee shall be credited with eight (8) hours of holiday leave on the first day of the pay period following the birthday.
- f. Employees may request payment and be compensated for up to 48 hours or 25% of their holiday leave balance, whichever is greater, each fiscal year during the term of this MOU, **except that there shall be no holiday leave cash out for the period July 1, 2009, through June 30, 2010.**

- g. **Effective July 1, 2009, there shall be a one time addition of twenty-four (24) hours to employee holiday leave balances. Effective July 1, 2010, there shall be a one time addition of eight (8) hours to employee holiday leave balances.**

5. Administrative Leave

- a. Exempt employees shall receive \* \* \* **sixty (60)** hours of administrative leave each fiscal year, and, **except for the period July 1, 2009, through June 30, 2010**, may request payment and be compensated for up to \* \* \* **60** hours of this Administrative Leave balance during the fiscal year in which it is credited. **Effective July 1, 2010, any unused balance of administrative leave shall be converted to Holiday Leave. The unused balance moved to Holiday Leave administrative leave will be compensable for retirement purposes.** \* \* \* Upon employment by the City, new employees appointed to exempt positions shall be credited with a prorated amount of administrative leave hours for each full calendar month remaining in the fiscal year. City employees transferring from one bargaining Unit to another shall be credited with a prorated amount of administrative leave hours for each full calendar month remaining in the fiscal year. Administrative leave not taken or compensated during the fiscal year in which it is credited shall not be added to the leave credited in the next fiscal year, nor carried over. Exempt employees shall be compensated for any administrative leave balance, not to exceed sixty (60) hours, upon termination from City service.
- b. In addition, annual performance evaluations, attached as Exhibit II \* \* \*, shall be conducted prior to an employee's anniversary date in the current position by the department director or his/her designee who shall grant up to an additional thirty-two (32) hours additional administrative leave to exempt employees whose annual job performance is rated overall superior or above. The determination by the department director to grant the additional thirty-two (32) hours administrative leave shall be made on or before the anniversary date in the current position under evaluation and credited the following July 1st. In determining what constitutes a superior performance rating, the Director shall also consider the employee's extended work hours and attendance. If the employee disagrees with the Performance Evaluation and/or the Director's determination of allotted hours, the employee, with the assistance of the Association, may appeal pursuant to the provisions provided by Administrative Order 2-15.

- (1) The additional administrative leave granted cannot be cashed in by employees and must be used within the fiscal year in which it is credited.
  - (2) Employees not otherwise eligible for administrative leave who are provisionally appointed to permanent positions in classes eligible for administrative leave, and new employees, shall not be granted any part of this additional administrative leave.
  - (3) City employees eligible for additional administrative leave who transfer or promote within exempt classes during a fiscal year shall be credited the following July 1<sup>st</sup> with a prorated amount of additional administrative leave hours for each full calendar month completed. These hours shall be based on performance evaluations prepared prior to July 1<sup>st</sup> by both the Department the employee is exiting from and the Department the employee is transferring or promoting to. Each Department director or designee shall notify Payroll before July 1<sup>st</sup> of the number of prorated additional leave hours to be credited to the employee. In no case shall an employee receive more than thirty-two (32) hours each fiscal year.
- c. Deficiencies or concerns that a member's immediate supervisor may have with a member should be discussed with the employee as soon as reasonably possible after the deficiencies or concerns are discovered. Should a member's immediate supervisor fail to note deficiencies prior to the annual evaluation, the deficiency then shall not be noted on that evaluation.
  - d. The City and CFPEA agree to meet regarding the Guidelines for Success Plans (Guidelines), the Success Plan, and the Performance Evaluation within six months from the executed date of the MOU to review the Guidelines, Success Plan and the Performance Evaluation. The City and CFPEA must mutually agree before any changes are made.

6. Administrative Time Off

City employees who are designated as exempt from overtime under the provisions of the Fair Labor Standards Act and who receive administrative leave pursuant to paragraph 5., above, may be granted administrative time off if the supervisor or designee determines that service delivery and performance of job functions will not be impaired due to the employee's

absence. Such time off shall not be calculated on an hour-for-hour basis in relation to total hours worked. Administrative time off shall not be deducted from any other existing leave banks.

Administrative time off must be scheduled in advance when possible, approved as administrative time off by the employee's supervisor or designee and generally taken in increments of less than one day.

Only Department Directors, Assistant Directors or Division Managers may approve administrative time off for more than a full day's absence.

G. Health Reimbursement Arrangement (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding HRAs. The City agrees to maintain the HRA such that it will continue to qualify as a "health reimbursement arrangement" for the term of the MOU.

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of frozen sick leave and/or annual leave used for sick time (excluding only hours used for Workers' Compensation benefits) in the 24 months preceding their date of retirement, will be credited with an account for the employee under the HRA to be used solely to pay premiums for medical insurance (including COBRA premiums). The "value" of the account shall be determined as follows:

- The number of accumulated supplemental sick leave hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.
- The number of accumulated frozen sick leave hours in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly base rate of pay.
- The hourly base rate of pay shall be the equivalent of the monthly salary for an employee as reflected in the applicable Exhibit, multiplied by twelve (12) months then divided by 2,080 hours.

The HRA accounts shall be book accounts only – no actual trust account shall be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive).

The HRA accounts shall be used solely to pay premiums for medical insurance

(including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

While this provision is in effect, eligible employees shall not be allowed to cash out any accumulated or accrued supplemental sick leave or frozen sick leave at retirement.

#### H. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section \* \* \* **3-118**, an employee in this Unit who suffered or suffers an injury or illness in the course and scope of City employment shall receive seventy-six percent (76%) of the employee's full salary from the City, excluding overtime, Employees on "light duty" as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.
  - a. Compensation for a work related injury or illness shall begin following the first three days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of the work related injury or illness only if:
    - (1) the employee is hospitalized as an inpatient on the first day for at least twenty-four (24) hours; or
    - (2) the employee is absent from work fourteen (14) calendar days or more;
    - (3) the employee is placed on light duty at any time during the first three (3) days.
2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count towards the three (3) day exclusion period; however, this time shall be recorded as a work related injury/illness absence.
3. At the employee's option, in the event of a work related injury/illness pay from the City is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may take annual leave,



holiday or administrative leave for that period.

4. If the employee opts to use annual leave, holiday, or administrative leave for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1.a. above, beginning on the first day of a work related injury or illness is appropriate, the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly. If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefore.
5. If an employee is placed on annual leave, holiday, or administrative leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, frozen sick leave, annual leave, holiday, or administrative leave shall be restored and the employee placed on work related injury/illness leave as provided herein.
6. If an employee is placed on annual leave, holiday, or administrative leave pending determination as to whether the injury is industrial, and the injury or illness is determined not to be industrial, annual leave, holiday or administrative leave shall not be restored.
7. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable retirement code sections.

[§ deleted]

#### I. COURT TIME

Notwithstanding the provisions of FMC Section \* \* \* **3-109**, an employee in these Units who receives a notice or subpoena requiring a court appearance during a pre-approved annual leave, holiday or administrative leave shall be credited with annual, holiday or administrative leave equivalent to the actual number of hours spent in court on such day(s).

#### J. WORK SCHEDULES

1. The City may, with seventy-two (72) hours notice to the employee, temporarily modify the working hours of shift employees in 24-hour operations. This provision is not intended to address working hours modified as a result of daylight savings time, permanent shift changes, or emergencies, as determined by the City. This temporary modification shall not exceed one month, unless mutually agreed by the parties.

2. The City and members of the Association may mutually agree to flexible work schedules for individual employees. Both the City and the member retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.

K. ALTERNATIVE WORKWEEK WORK SCHEDULES

It is expressly understood that the parties have concluded the meet and confer process on this \* \* \* section, and as such, it is not subject to future meet and confer when department/divisions implement the alternative work schedules **in the** subsections below.

1. Department directors or designees shall be solely responsible for determining and designating divisions/units/sections/specific job classes within their respective departments that may implement variations to the standard/normal workweek work schedule. A minimum of 30 days written notice shall be provided to affected employees and the Labor Relations Division.
2. Subject to meet and consult pursuant to the provisions of FMC \* \* \* **Section 3-607** prior to implementation of such changes, alternative workweek work schedules may be necessary in order to provide minimum staffing, and/or based upon the service needs of the public/other City departments, and/or other operational efficiency requirements. It is expressly understood that position assignments by classification, staffing levels, workweek work schedules, and days off are determined solely by management, and are subject to change based on, including but not limited to, varying workload, the addition of authorized staffing, and departmental operational and service need.
  - a. If established, employees shall select a 5/8, \* \* \* 4/10 **or 9/80** workweek work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8, \* \* \* 4/10 **or 9/80** workweek work schedule, or combination thereof.
  - b. It is expressly understood that workweek work schedules are determined and established by departments/divisions based upon the service needs of the public/other City departments.
  - c. Except for emergencies, employees working a 4/10 **or 9/80** schedule or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off duty time.

3. The hours for employees working a 5/8 will consist of five (5) eight (8) hour days within two (2) consecutive days off. The hours for employees working a 4/10 will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days will be consecutive. Scheduling of days off will be determined by management.

**Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. Scheduling of days off is determined by management, but must be on a Monday or Friday.**

4. Departments/divisions may discontinue alternative workweek work schedules at any time if it is determined by management that they detrimentally affect department/division operations and services. Thirty (30) days advance notice will be given in writing to affected employees and the Labor Relations Division. The decision to discontinue alternative workweek work schedules is not appealable or grievable. If departments/divisions discontinue alternative workweek work schedules established under this provision, employees will revert to 5/8 standard/normal workweek work schedules as determined by management.
5. Except as detailed directly below, applicable Association MOU provisions, Salary Resolution, FMC and AO sections concerning alternative workweek work schedules (i.e., 4/10 **or 9/80**) limitations on OT, holidays, leave accruals and usage, and night shift premium pay will govern.

**Subsection a., below \* \* \*** shall apply only to the following Classifications as they are currently titled: Electrician Supervisor I; Supervising Identification Technician; Administrative Support Clerk; Human Resources Technician; Legal Assistant; Legal Secretary I; Legal Secretary II, and Senior Human Resources Technician.

- a. OT – Work in excess of **nine (9) hours on 9/80 work schedule or ten (10) hours on a 4/10 work schedule** in one (1) day, or on either or both of the first two (2) days off in a workweek shall be compensated at one and one-half (1 ½ ) times the base rate of pay.

Work on the third day off in a workweek, or on a holiday which is a regular day off shall be compensated at two (2) times the base rate of pay.

**Nine (9) or ten (10) hours** work on a holiday which is a regular workday shall be compensated at normal base pay, plus eight (8) hours straight time/base pay for the holiday.

6. Holidays – Employees working a 4/10 **or 9/80** shall receive 12 holidays of eight hours, plus their birthday of eight (8) hours. Employees off on a holiday which falls on a regular workday shall receive eight (8) hours base pay for the holiday, and may elect to take **one (1) hour annual leave, administrative leave, CTO or holiday leave to provide for a full nine (9) hour day or** two (2) hours annual leave, **administrative leave, \* \* \* CTO or holiday leave** to provide for a full ten (10) hours pay, or may elect to receive **one (1) or two (2) hours** leave without pay.
7. Annual Leave – Employees working a **9/80** or a 4/10 shall accumulate the same number of hours of annual leave per month as under the 5/8 standard **workweek**.

#### L. USE OF PERSONAL VEHICLES

Employees may be required, at the discretion of the City, to use their personal vehicles for City business. Employees required to use their personal vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with Administrative Order 2-2, Transportation Allowance and Mileage Reimbursement Policy. Employees may be required, at the discretion of the City, to take a City vehicle home to facilitate efficient response to after-hours emergencies or City business, pursuant to Administrative Order 8-8, City-Owned/Leased Vehicles-Acquisition and Usage Policy.

#### M. GUARANTEED LEAVE

Four times during each fiscal year, personnel in the Association may submit a request for guaranteed leave, which request will be honored, subject to the following conditions and procedures.

1. No more than one (1) guaranteed leave request will be honored for any single date. This limit applies to a single work area, and for all shifts combined.
2. Guaranteed leave requests may not be submitted for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, and the day after Thanksgiving.
3. Requests must be submitted no less than thirty (30) calendar days before the date requested to be off, but no more than ninety (90) calendar days

before the date requested to be off.

4. Requests are to be submitted to the employee's immediate supervisor, to be noted with the supervisor's initials, the date, and time received. Requests will be honored on a first come, first served basis.
5. Guaranteed leave may only be for one (1) work shift per request.

#### N. ANNUAL VACATION

For such employees in the Association who have been continuously employed by the City for twenty (20) years or more, a fifth week of annual leave is authorized. The City will not require the employee to take any of the five (5) weeks continuously, and gives the employee full discretion to take each of the five weeks in blocks of forty (40) hours as he or she desires throughout the fiscal year.

#### O. PAY FOR PERFORMANCE

It is agreed between the parties to continue to discuss and consider during the term of this agreement a pay for performance plan. Such pay for performance plan will only be implemented upon mutual agreement between CFPEA and the City.

#### P. BUS PASSES – FAX OPERATIONS

**Free bus passes shall be provided to employees in this Unit employed in the Operations Division of the Department of Transportation, covering the employee, spouse, and dependent children under the age of eighteen. The passes will require annual renewal stickers issued to each employee.**

**All dependents otherwise eligible for free bus passes must reside with the employee or be a dependent according to the Internal Revenue Service regulations, in order to maintain such eligibility. It is the responsibility of the employee to ensure that bus passes are not abused by family members; however, employees will not be penalized for unknown dependent misuse of bus passes. Any employee who knowingly allows the abuse of free bus passes by family members may have the privilege of bus passes revoked for all members, including the employee, for a period not to exceed six (6) months.**

**Bus passes will be provided to employees who retire from the Operations Division of the Department of Transportation. The passes will require annual renewal and are intended for use by the retired employee only.**

## ARTICLE IX

### SAVING CLAUSE AND FULL UNDERSTANDING

A. Saving Clause:

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the Court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

B. Full Understanding:

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to side letter agreements, any not attached to this MOU are hereby terminated in their entirety. Those side letter agreements attached to this MOU shall continue in force subject to the terms and conditions set forth within each side letter. In the absence of any term in such new side letters, they, too, shall terminate upon the expiration of this MOU. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.

## ARTICLE X

### TERMINATION

The provisions of this MOU shall be in full force and effect from July 1, \* \* \* **2009** to June 30, \* \* \* **2011**, subject to the Sections (A., B., and C.) below.

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through June 30, \* \* \* **2011**.
- B. During the term of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting any change shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C. **Except as specified in Article VIII, Section B., during** \* \* \* the term of this MOU, either party may refuse any request by the other to meet and confer without explanation if (1) the item is directly considered and specifically addressed herein, or (2) is directly considered and specially addressed in any FMC section, Charter section or provision or resolution section, which section specially established wages, hours, or other terms and conditions of employment; or (3) if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU. No unilateral action on any such refusable proposal may be taken by the requesting party after such a refusal by the other.

It is further agreed, however, that this section shall not prohibit the City from requesting to meet and confer on changes to federal, state or City statutes, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

IN WITNESS WHEREOF, the parties hereto have set their hands on this  
day of \_\_\_\_\_, 2009.

FOR THE CITY OF FRESNO  
PROFESSIONAL EMPLOYEES  
ASSOCIATION, INC.:

FOR THE CITY OF FRESNO:

\_\_\_\_\_  
LLOYD RAMIREZ  
Business Agent, CFPEA, Inc.

\_\_\_\_\_  
KENNETH G. PHILLIPS  
Labor Relations Manager

\_\_\_\_\_  
ROBERT MESEL  
President, CFPEA, Inc.

\_\_\_\_\_  
LORI NAJERA  
Senior Human Resources Analyst

\_\_\_\_\_  
PHILLIP HARDCASTLE

\_\_\_\_\_  
JEFFREY BEATTY  
Management Analyst III

\_\_\_\_\_  
JERRY SCHUBER

\_\_\_\_\_  
SCOTT WEST

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:

*Termin R. Aghatelian*  
Deputy City Attorney



EXHIBIT I  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13  
SALARIES EFFECTIVE JULY 1, 2009

Job Title	A	B	C	D	E
Acoustical Program Coordinator	5030	5277	5533	5806	6090
Airports Airside/Landside Superintendent	5191	5446	5714	5994	6288
Airports Projects Supervisor	5819	6105	6405	6719	7052
Airports Property Supervisor	5084	5334	5597	5872	6159
Architect	5267	5525	5797	6081	6380
Assistant Chief of Wastewater Treatment Operations	5361	5621	5897	6187	6490
Building Services Supervisor	4075	4275	4484	4705	4933
Call Center Supervisor	3831	4017	4212	4415	4632
Central Printing Supervisor	3868	4057	4255	4461	4679
Chief Engineering Inspector	5377	5641	5918	6209	6513
Chief Engineering Technician	6297	6606	6932	7274	7633
Chief of Facilities Maintenance	5848	6137	6438	6754	7086
Chief of Solid Waste Operations	5597	5872	6159	6462	6780
Chief of Wastewater Environmental Services	5597	5872	6159	6462	6780
Chief of Wastewater Facilities Maintenance	5848	6137	6438	6754	7086
Chief of Wastewater Treatment Operations	5914	6208	6512	6832	7168
Chief of Water Operations	6009	6304	6617	6942	7282
Chief Surveyor	5455	5725	6005	6298	6609
Collection System Maintenance Supervisor	4691	4921	5162	5416	5682
Community Recreation Supervisor I	4075	4275	4484	4705	4933
Community Recreation Supervisor II	4471	4691	4922	5165	5416
Community Sanitation Supervisor I	4942	5183	5439	5705	5986
Contract Compliance Officer	4162	4364	4578	4804	5036
Custodial Supervisor	3417	3584	3758	3942	4131
DBE/Small Business Coordinator	4806	5039	5287	5546	5820
Emergency Preparedness Officer	3915	4107	4307	4518	4738
Emergency Services Communications Supervisor	4388	4601	4825	5062	5310
Equipment Supervisor	5327	5586	5860	6149	6451
Facilities Maintenance Supervisor	4136	4337	4548	4771	5004
Fire Prevention Engineer	5819	6105	6405	6719	7052
Fleet Administration Supervisor	5165	5416	5682	5961	6254
Forestry Supervisor II	4471	4691	4922	5165	5416
Housing Program Supervisor	5113	5366	5628	5904	6194
Human Resources Records Supervisor	4180	4385	4599	4823	5060
Industrial Electrician Supervisor	5588	5868	6161	6469	6794
Information Services Supervisor	6030	6326	6635	6962	7308
Laboratory Supervisor	4864	5102	5352	5615	5892
Outreach Coordinator	4128	4329	4542	4766	4996
Parking Supervisor	3003	3147	3299	3459	3628
Parks Supervisor I	4075	4275	4484	4705	4933
Parks Supervisor II	4471	4691	4922	5165	5416
Planner III	4792	5028	5273	5533	5804
Power Generation System Supervisor	5327	5586	5860	6149	6451

EXHIBIT I  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13  
SALARIES EFFECTIVE JULY 1, 2009

Job Title	A	B	C	D	E
Principal Accountant	5314	5575	5850	6137	6438
Professional Engineer	5819	6105	6405	6719	7052
Project Manager	5385	5651	5930	6219	6525
Real Estate Finance Supervisor	4928	5171	5424	5690	5970
Records Supervisor	4180	4385	4599	4823	5060
Recycling Coordinator	4065	4263	4470	4688	4918
Redevelopment Project Planner	4291	4501	4720	4953	5193
Revenue Supervisor	3831	4017	4212	4415	4632
Senior Accountant-Auditor	4410	4626	4853	5092	5339
Senior Building Inspector	4895	5136	5387	5652	5931
Senior Electrical Safety Consultant	4895	5136	5387	5652	5931
Senior Engineering Inspector	4895	5136	5387	5652	5931
Senior Environmental & Safety Consultant	4895	5136	5387	5652	5931
Senior Plumbing & Mechanical Consultant	4895	5136	5387	5652	5931
Senior Real Estate Agent	5237	5493	5763	6047	6344
Solid Waste Management Supervisor I	4913	5154	5403	5670	5947
Street Maintenance Superintendent	6115	6420	6743	7080	7435
Street Maintenance Supervisor	5643	5921	6211	6516	6837
Supervising Buyer	4681	4911	5148	5402	5666
Supervising Engineering Technician	5544	5819	6105	6405	6719
Supervising Environmental Control Officer	4864	5102	5352	5615	5891
Supervising Fire Prevention Inspector	5125	5375	5642	5919	6210
Supervising Identification Technician	4286	4496	4714	4946	5187
Supervising Planner	5264	5522	5792	6076	6373
Supervising Plans Examiner	5385	5651	5930	6219	6525
Supervising Professional Engineer	6606	6932	7274	7633	8011
Supervising Real Estate Agent	5751	6034	6330	6641	6968
Survey Party Chief	4400	4614	4841	5076	5328
Transit Supervisor I	4913	5154	5403	5670	5947
Transit Supervisor II	5327	5586	5860	6149	6451
Treasury Officer	5314	5575	5850	6137	6438
Wastewater Treatment Maintenance Supervisor	5473	5741	6023	6320	6630
Water Conservation Supervisor	5473	5741	6023	6320	6630
Water System Supervisor	5473	5741	6023	6320	6630

EXHIBIT I NON-MANAGEMENT CONFIDENTIAL CLASSES - UNIT 13 SALARIES EFFECTIVE JULY 1, 2009					
Job Title	A	B	C	D	E
Administrative Support Clerk	2848	2986	3131	3282	3443
Claims Specialist	2903	3046	3194	3347	3512
Criminalist Specialist	6182	6491	6815	7156	7513
Database Administrator	5574	5844	6132	6432	6748
Human Resources Analyst	3915	4107	4307	4518	4738
Human Resources Technician	2891	3030	3178	3331	3492
Legal Assistant	3487	3656	3833	4021	4218
Legal Secretary I	2878	3016	3161	3313	3475
Legal Secretary II	3181	3336	3496	3665	3844
Management Analyst I	3193	3349	3511	3683	3864
Management Analyst II	3915	4107	4307	4518	4738
Risk Analyst	4303	4513	4733	4965	5209
Senior Database Administrator	5562	5833	6119	6420	6737
Senior Human Resources Technician	3180	3333	3492	3662	3841
Systems Security Administrator	5055	5300	5562	5833	6119

TYPE OF EVALUATION			
3 mos.:	<input type="checkbox"/>	6 mos.:	<input type="checkbox"/>
End of Probation:	<input type="checkbox"/>	9 mos.:	<input type="checkbox"/>
		Annual:	<input type="checkbox"/>

**CITY OF FRESNO  
PERFORMANCE EVALUATION (CFPEA Unit 13)**

Rating Period From:	To:	Employee's ID Number:
Employee Name:	Job Classification:	Division:

**Performance Goals**

Based on evaluation of monthly coaching sessions and expected outcomes. Summary of monthly coaching reports attached.

**Ratings:** (1) Improvement Needed (2) Satisfactory (3) Superior (4) Outstanding. Note: All Improvement Needed or Outstanding ratings must be explained.

**Key Objectives:**

Criteria	1	2	3	4
<b>Customer Satisfaction:</b> Works well with the public; establishes an effective working relationship with representatives of other agencies and organizations.				
<b>Employee Satisfaction:</b> Works well with subordinates, peers and supervisors. Promotes employee satisfaction in the work unit and division.				
<b>Financial Management:</b> Uses available resources effectively and obtains maximum results.				

**Values (ACT IT)**

**Accountability** By this we mean we take personal responsibility for our actions. We accept responsibility for the overall outcome of the services we deliver to our customers. We expect to be held accountable for the effectiveness, efficiency, competitiveness and customer satisfaction level of these services.

Criteria	N/A	1	2	3	4
<b>Job Knowledge, Skills &amp; Proficiency</b> – Demonstrates an understanding of the scope of assigned duties and the ability to perform those duties as directed.					
<b>Quality &amp; Accuracy of Work</b> – Demonstrates comprehensiveness, thoroughness, and accuracy in work performed.					
<b>Decision Making</b> – Demonstrates the ability to analyze situations & determine effective solutions.					
<b>Acceptance of Responsibility</b> – Demonstrates willingness to perform job tasks independent of supervision.					

<b>Productivity</b> – Demonstrates productive use of time, promptness in completing assignments and daily planning to achieve required results.					
<b>Attendance</b> – Employees attendance record is within acceptable guidelines.					
<b>Compliance with Regulations</b> – Demonstrates a cooperative attitude and willingness to follow instructions					

**Compassion** By this we mean we care about and respect people. We listen with full attention and seek to understand each other and most importantly, our customer. We treat others with respect & courtesy, most especially our customers. We express our appreciation to each other for work well done and to our customers for their support because we well recognize that without them we would not be here.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Safety</b> – Demonstrates general observance of safety practices including compliance with safety rules and use appropriate safety gear.					

**Trust** By that we mean we believe in each other. We treat setbacks as learning opportunities to provide better service in the future. We keep our word and take customer service commitments seriously. We're open to the ideas of others as we realize there may always be "a better way" and constantly seek these opportunities.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Responsiveness</b> – Accepts assignments and follows through in a timely, effective, efficient and appropriate manner to meet deadlines with minimum supervision. Demonstrates productive use of time, promptness in completing assignments, and daily planning to achieve results.					

**Innovation** By that we mean we seek new and creative ways to improve our business. We value our employees and foster a work environment that facilitates brainstorming where ideas to provide better customer service thrive.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Initiative</b> – Accepts assignments and follows through in a timely, effective, and appropriate manner to meet deadlines with minimum supervision. Demonstrates productive use of time, promptness in completing assignments, and daily planning to achieve results.					
<b>Problem Solving</b> – Ability to identify problems, develop and implement solutions effectively					

**Teamwork** By that we mean we work together to achieve the City Vision. We utilize our team members' talents regardless of position and hold each other accountable for performance. We recognize and appreciate the efforts and successes of team members.

Criteria	N/A	1	2	3	4
<b>Leadership</b> – Demonstrates the ability to direct, motivate, correct, train and discipline subordinate employees effectively.					
<b>Adaptability to Change</b> - Demonstrates flexibility and acceptance of new ideas and changes in work environment and expectations					

	1	2	3	4
<b>Overall Rating.</b>				

**Additional Administrative Leave hours recommended** \_\_\_\_\_

**Manager's Comments:**

**Employee's Comments:**

☐ **I wish to appeal this Performance Evaluation in accordance with Administrative Order 2-15.**

**Success Plan Initiatives for Next Year See Attached.**

Employee's Signature:	Date:	Supervisor's Signature	Date:
Division Manager's Signature:	Date:	Dept. Director's Signature:	Date:

<b><u>PERFORMANCE EVALUATION RATINGS</u></b>	
<b>UNSATISFACTORY:</b>	Need to improve performance to demonstrate consistent satisfactory performance or is an unsatisfactory performer that will be given notice to dramatically improve or face termination. A person with three or more Unsatisfactory ratings would be in this category. The number and severity ratings would be used in determining the level of notice.
<b>SATISFACTORY:</b>	Fulfills the performance requirements/expectations of the position. This person may have one or two correctable ratings on his/her evaluation. These ratings should be monitored in their coaching sessions.
<b>SUPERIOR:</b>	Usually exceeds job standards in fulfilling performance requirements with average performance.
<b>OUTSTANDING:</b>	Consistently exceeds job standards and often demonstrates excellence in fulfilling performance requirements.



**City of Fresno**  
***Department Name***  
**Success Plan**

**Employee:** \_\_\_\_\_

**I. Overview**

The City of Fresno has identified a number of goals (Key Result Areas) that support the City's mission of creating "a united city working together to ensure equal access to opportunity, education, and quality of life for every man, woman, and child regardless of race, age, or socio-economic conditions." The development of these goals and supporting strategies is yet another component of our "New Normal" and have been developed to effectively address a number of the challenges facing our community and region. These goals include a variety of issues ranging from education and public safety to creating jobs and improving/protecting our environment. Within each of these goals are specific strategies and tactics that once implemented, will each be used to achieve the desired outcomes or vision. This Success Plan is intended for use as a tool to facilitate the communication, particularly through the coaching process and to provide a framework for achievement and modification of city and department/division goals and objectives.

**II. Our Vision**

***"A culture of excellence where people get the best everyday"***

***We collaborate to provide the best possible service to the citizens we are committed to serve, as well as each other.***

**III. City Values**

Accountability – By that we mean we take personal responsibility for our actions.

Compassion – By that we mean we care about and respect people.

Trust – By that we mean we believe in each other.

Innovation – By that we mean we seek new and creative ways to improve our business.

Teamwork – By that we mean we work together to achieve our Vision.

**IV. Key Objectives**

Customer Satisfaction

Employee Satisfaction

Financial Management

**V. Key Elements**

In order to effectively achieve the positive outcomes that we envision, it is vital that this information or "game plan" is communicated to all team members, both internal and external. Below is a list of tactics being implemented by the department. You will notice that all the tactics listed below are written in a manner that is positive, result oriented, observable, and measurable:

- Proactive engagement towards common goals.
- Effective implementation of the time and activity reporting system.
- Use of the dual objectives of employee satisfaction and customer satisfaction as the basis on which decisions will be made.
- Consistent communications and coaching.
- ACTIT values driven behavior (see Section III above).

**VI. Expected Outcomes**

**A. The Team**

The Plan for Success is just one part of an integrated strategic plan designed to promote, support, and sustain, the “New Normal” and has been developed to reflect a shared vision, values, and objectives. The purpose of this process is to improve communication at all levels of our organization, provide employees an opportunity to be involved in the decisions that affect their work and workplace, and to build trust and support through clear and concise communications, direction and expectation. It is through the collaborative process, sustained through positive coaching and reinforcement that will allow us to establish a culture of excellence where our citizens will receive our best every day.

Following are the Department/Division goals and objectives:

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**B. Individual**

The following should include those items that you can do that would contribute positively to achieving the department’s/division’s goals and objectives listed above, improving communication, providing employees with an opportunity to be involved in creating the best working environment possible, and building trust and support throughout all levels of the organization.

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**VII. Coaching and Communication**

- Clear and concise communication is a vital part of this effort and is needed in order for our organization to successfully achieve the objectives outlined in each of the Key Result Areas. Therefore we will meet at least monthly to coach performance and positive outcomes.

Employee: \_\_\_\_\_  
(Optional)

Date: \_\_\_\_\_

Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement between  
City of Fresno  
And  
City of Fresno Professional Employees Association, Inc.  
(CFPEA)**

This agreement was reached between the parties in an effort to provide appropriate staffing coverage due to a shortage arising from the fiscal circumstances faced by the City of Fresno and the Fresno City Police Department (City) and to accommodate the various working schedules developed for the Emergency Services Communications Supervisors in the Support Division of the Fresno Police Department. This agreement sets forth the full and entire understanding of the City and CFPEA regarding only the establishment and implementation of Alternative Workweek Work Schedules for Emergency Services Communication Supervisors whose representatives have signed this agreement regarding these matters. This Agreement is effective upon the date of execution by all parties and will remain in force so long as the parties mutually agree.

**A. ALTERNATIVE WORKWEEK WORK SCHEDULES FOR EMERGENCY SERVICES COMMUNICATIONS SUPERVISORS (ESCS)**

1. It is expressly understood that staffing levels, workweek schedules, and days off are determined solely by management and are subject to change based on varying workload, the addition of or elimination of staff, and operational and service needs of the department.
2. The flexible/alternative workweek shifts for ESCS's will be composed of fifteen (15) hour and ten (10) hour shifts, as follows:

**WEEKS 1 and 3:**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
0530 – 2030	0530 – 2030	DAY OFF	DAY OFF	DAY OFF	0530 – 1530	0530 – 1530
DAY OFF	DAY OFF	0530 -1530	0530 – 1530	0530 – 1530	DAY OFF	DAY OFF
DAY OFF	DAY OFF	DAY OFF	1300 – 2300	1300 – 2300	1300 – 2300	1300 – 2300
2000 – 0600	2000 – 0600	1530 – 0130	DAY OFF	DAY OFF	DAY OFF	2000 – 0600
DAY OFF	DAY OFF	2000 – 0600	2000 – 0600	2000 – 0600	2000 – 0600	DAY OFF

**WEEKS 2 and 4:**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
0530 – 2030	0530 – 2030	DAY OFF	DAY OFF	DAY OFF	DAY OFF	DAY OFF
DAY OFF	DAY OFF	0530 -1530	0530 – 1530	0530 - 1530	0530 – 1530	0530 - 1530
DAY OFF	DAY OFF	DAY OFF	1300 – 2300	1300 – 2300	1300 – 2300	1300 – 2300
2000 – 0600	2000 – 0600	1530 – 0130	DAY OFF	DAY OFF	DAY OFF	2000 - 0600
DAY OFF	DAY OFF	2000 – 0600	2000 – 0600	2000 – 0600	2000 – 0600	DAY OFF

3. It is also expressly understood that ESCS's will not be entitled to overtime compensation for working these various schedules. However, ESCS's will continue to receive Premium Pay in accordance with the current MOU under Article VIII – Compensation and Benefits, Section C., 8. Additional Shifts (Full or Partial) Premium Pay.

Agreement re: Alternate Work Schedules, Communications  
City of Fresno Professional Employees Association (CFPEA)

4. Except for emergencies, ESCS's working the above schedules or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off-duty time.
5. The parties agree to meet and discuss at a mutually acceptable time after the first ninety (90) days following the effective date of this Agreement for the purpose of assessing the effect of the above alternative schedules. If the parties agree to continue the above alternative schedules then assessments shall occur every six (6) months following the initial meet and discuss.
6. The Support Division may discontinue the above alternative workweek work schedules at any time if it is determined by management that they detrimentally affect department/division operations and services. Thirty (30) days advance notice will be given in writing to the affected ESCS's and the Labor Relations Division. The decision to discontinue alternative workweek work schedules is not appealable or grievable. If the Support Division discontinues the above alternative workweek work schedules established under this agreement, ESCS's will revert to a schedule(s) as determined by management.

**FOR THE CITY OF FRESNO,  
POLICE DEPARTMENT:**

Original Signed  
Sharon Shaffer, Deputy Chief  
Support Division

Original Signed  
Mike Brogdon, Lieutenant of the  
Communications Bureau

**FOR THE CITY OF FRESNO  
PROFESSIONAL EMPLOYEES  
ASSOCIATION, INC. (CFPEA, Unit 13):**

Original Signed  
Lloyd Ramirez, Business Agent

**FOR THE CITY OF FRESNO:**

Original Signed  
Ken Phillips, Labor Relations Manager

<p align="center"><b>APPROVED AS TO FORM CITY ATTORNEY'S OFFICE</b></p> <p><b>BY:</b> _____ <b>Deputy City Attorney</b></p>
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Dated: August 26, 2010